



June 30, 2015

Mr. Richard Zavala  
City of Fort Worth  
Director - Parks and Community Services  
4200 South Freeway, Suite 2200  
Fort Worth, Texas 76115-1499

Dear Richard,

As specified in the City Secretary Contract No. 40564, please find attached fully executed copy of a Gift Deed Without Warranty for the Concession and Bathhouse buildings and the Spray-ground Facility "Safari Splash" improvements including the play structures, water filtration equipment, and shade structures all of which are located at the Fort Worth Zoo.

Please inform me of the date when the Fort Worth City Council will accept the deed. My contact information is 817-759-7590 or [mfouraker@fortworthzoo.org](mailto:mfouraker@fortworthzoo.org).

Please let me know if you have any questions.

Sincerely,

Michael Fouraker  
Executive Director  
Fort Worth Zoo

GIFT DEED WITHOUT WARRANTY

THE STATE OF TEXAS  
COUNTY OF TARRANT

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KNOW ALL PERSONS BY THESE PRESENTS:

THAT, The Fort Worth Zoological Association, a Texas non-profit corporation ("Grantor"), does hereby GIVE, GRANT AND CONVEY unto the City of Fort Worth, a municipal corporation existing under the Constitution and laws of the State of Texas ("Grantee"), certain newly constructed improvements that are located within the area known as "Safari Splash" located at The Fort Worth Zoological Park. Specifically, the newly constructed improvements consist of the Concession and Bathhouse building structures including walls, foundation, roof and the remaining spray-ground improvements including the play structures, water filtration equipment, shade structures and all mechanical, electrical and plumbing systems that are a part thereof together with all rights and appurtenances, if any, pertaining thereto (herein collectively called the "Improvements").

Except as specified in the City Secretary Certificate No. 40564 (the "Contract"), this Gift Deed is executed by Grantor and accepted by Grantee subject to all liens, claims, restrictions, covenants, and any other matter of whatsoever nature, if any, affecting the Improvements, but only to the extent to which the same are validly existing (herein collectively called the "Encumbrances").

TO HAVE AND TO HOLD the Improvements together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, subject to the Encumbrances set forth above. Except as specified in the Contract, this Gift Deed is made **ON AN AS-IS BASIS, WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, STATUTORY, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF TITLE, CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**

WITNESS THE EXECUTION HEREOF as of the 1st day of July, 2015.

**GRANTOR:**

THE FORT WORTH ZOOLOGICAL ASSOCIATION,  
a Texas non-profit corporation

By: M. L. Fouraker

Name: Michael Fouraker

Title: Executive Director